

AFFIDAVIT FOR DISCREPANCY BETWEEN NOTE AND DEED OF TRUST
(Indemnification And Save Harmless Clause)

State of Colorado }
County of Denver } ss.

Colorado Water Conservation Board

(Beneficiary of the Deed of Trust)

being first duly sworn upon oath deposes and says:

That on or about June 14, 2010, Colorado Water Conservation Board
(Date of Note) (Maker of Note)

executed one promissory note in the amount of

794,229.82

Dollars

(Amount of Note)

payable to B.F. & M. E. Porter LLLP

(Payee of Note)

, secured by a Deed of Trust

dated June 14, 2010

for the use of Loan

Colorado Water Conservation Board

(Beneficiary of Deed of Trust)

and recorded on September 27, 2010 in Book _____ at Page 3 as Reception No. 791987

of the records of the County Clerk and Recorder of Garfield County, State of Colorado. Affiant(s) further state(s) that the note referenced herein is the note referred to in the Deed of Trust referenced herein, and that the discrepancy as to

B.F. & M.E. Porter LLLP

(Insert one or more of the following as appropriate - Date(s), Amount(s), Payee of Note, Beneficiary of Deed of Trust)

of the Promissory Note and Deed of Trust securing same was due to inadvertence and error, even though these instruments set forth different information; Further, that the said Promissory Note is the one and only note ever executed upon the security of the said Deed of Trust.

That all obligations, both as to the principal and interest, under said Deed of trust have been paid and fully satisfied, and that said note has been delivered to the maker(s) thereof and the Affiant(s) request(s) the Public Trustee in and for the County of Garfield, State of Colorado, to issue a full and complete release of the property described and conveyed by said Deed of trust and therefor, in consideration of the premises, the said Affiants(s) hereby agree(s) to keep harmless and indemnify forever the said County Public Trustee, and his successors, from and against any action or actions by law, suit or suits in equity, concerning said note or any part thereof.

Dated at DENVER County, State of COLORADO Denver, this 8 day of MAY, 2024.

K R R
Signature & Title of Beneficiary or Assignee thereof

Signature & Title of Beneficiary or Assignee thereof

KIRK RUSSELL
Printed Name & Title of Beneficiary or Assignee thereof

Printed Name & Title of Beneficiary or Assignee thereof

Subscribed and sworn to before me this 8 day of MAY, 2024.

My commission

Expires: 3-27-27

Jessica Gibbs
Notary Public

JESSICA GIBBS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234011689
MY COMMISSION EXPIRES MARCH 27, 2027



April 30, 2024

Colorado Water Conservation Board
1313 Sherman Street, Ste 718
Denver, CO 80203

RE: Release of Deed of Trust

The request for release of deed of trust sent to this office has been rejected for the following reason or reasons:

- ☐ 1. A Grantor was not specified on the Release.
- ☐ 2. Grantor name is incorrect/incomplete. Please remedy.
- ☐ 3. The original lender was not specified on the Release.
- ☐ 4. Invalid reception number.
- ☐ 5. This is not a Garfield County property.
- ☐ 6. Document not signed.
- ☐ 7. Document not notarized.
- ☐ 8. The specified Date of Deed of Trust does not match the original Deed of Trust.
- ☐ 9. The specified Date of Recording does not match the original Deed of Trust.
- ☐ 10. Submitter not qualified to indemnify.
- ☐ 11. Garfield County Public Trustee not named as Trustee.
- ☒ 12. Other: Grantor/Borrower names do not match Note and Deed of Trust. Please use the enclosed Affidavit for Discrepancy to correct the error.

Thank you for your cooperation in this matter. If you have any questions, please feel free to contact this office at 970-384-3451.

Thank you,

Christine Cheroske
Deputy Public Trustee

AMENDMENT NO. 1 TO DEED OF TRUST

Date: June 14, 2010
Grantor: Porter Reservoir LLC and B.F. & M.E. Porter LLLP
Borrower/Assignee: B.F. & M.E. Porter LLLP
Beneficiary (Lender): Colorado Water Conservation Board
Date of Deed of Trust: November 1, 2002
Recording Date of Deed of Trust: December 23, 2002
County of Recording ("County"): Garfield
Deed of Trust Recording Information: 617211(4 pages)
Loan Contract: C150116, dated November 2, 2002, amended
October 20, 2008
Promissory Note: \$794,229.82, 2.5%, 15 Years, dated June 14,
2010.

This Amendment to the Deed of Trust is between the Grantor and the Public Trustee of the County, State of Colorado.

The Original Deed of Trust was recorded to secure repayment of the indebtedness evidenced by Loan Contract and Promissory Note between Bill Porter, as original borrower, and the Beneficiary.

The property and collateral subject to the Deed of Trust was conveyed to Grantor on January 14, 2008 by Deeds recorded as Reception Nos. 741133, 741134 and 741136 of the Garfield County, Colorado records.

Based upon the death of Bill Porter and the Estate of Bill Porter's financial difficulties, the CWCB deferred the annual loan payment for the year 2008, which deferral resulted in a new repayment schedule of 21 years.

Borrower/Assignee has assumed all Loan Contract obligations from the Estate of Bill Porter by Loan Contract C150116 Amendment No. 1 dated June 14, 2010, and Borrower/Assignee executed a new promissory note dated June 14, 2010 reflecting the remaining principal balance of \$794,229.82 and repayment term of 15 years.

Grantor and Beneficiary have agreed to amend the Original Deed of Trust to reflect the revised repayment term and loan amount.

NOW THEREFORE, the CWCB and Grantor agree that:

1. The second full paragraph of the Original Deed of Trust is hereby amended to read as follows:

The Borrower/Assignee has executed a Promissory Note dated June 14, 2010, to secure the repayment of the indebtedness evidenced by Contract No. C150116, dated November 1, 2002, as amended on June 14, 2010, for the total principal sum of \$794,229.82, to be repaid to the State of Colorado for the use and benefit of the Department of Natural Resources, Colorado Water Conservation Board ("CWCB") the beneficiary herein, whose address is 1313 Sherman Street, Room 721, Denver, CO 80203, payable in 15 annual installments, in accordance with said Promissory Note, or until the loan is paid in full.

Appendix B to Loan Contract C150116 Amendment No. 1

2. In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this amendment and any of the provisions of the original deed of trust, the provisions of this amendment shall in all respects supersede, govern, and control.
3. Any provisions of the original deed of trust not expressly modified herein remain in full force and effect.

Executed on the date first written above.

GRANTORS:

B.F. & M.E. PORTER LLLP

PORTER RESERVOIR LLC

By: Martha E. Porter
Martha E. Porter, General Partner

By: Martha E. Porter
Martha E. Porter, General Partner of B.F. & M.E. Porter LLLP, as Manager and Member of Porter Reservoir LLC

State of Colorado

)
) ss.
)

County of Garfield

The foregoing instrument was acknowledged before me on July 14th, 2010, by Martha E. Porter, General Partner of B.F. & M.E. Porter LLLP, and as Manager and Member of Porter Reservoir LLC.

Witness my hand and official seal.

Martha A. Smith
Notary Public

My commission expires 9.17.2010

Return recorded document to: CWCB Finance Section, Attn: Contract Manager, 1580 Logan Street, Suite 600, Denver CO 80203 (Phone Number 303-866-3441)

1. The purpose of this document is to provide a detailed description of the project and its objectives. The project is designed to improve the efficiency of the current system and to ensure that all data is accurate and up-to-date.

2. The project will be completed by the end of the year. The project manager will be responsible for ensuring that the project is completed on time and within budget.

3. The project will be completed by the end of the year. The project manager will be responsible for ensuring that the project is completed on time and within budget.

4.

5.

6.

7.



8.

9.

10. The project will be completed by the end of the year. The project manager will be responsible for ensuring that the project is completed on time and within budget.

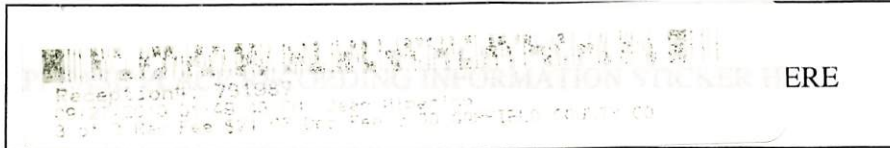
11.

12.

13.

14. The project will be completed by the end of the year. The project manager will be responsible for ensuring that the project is completed on time and within budget.

15.



STATEMENT OF AUTHORITY

NAME OF ENTITY: The name of the entity to which this Statement relates is the **B.F. & M.E. Porter LLLP.**

TYPE OF ENTITY: The entity is a limited liability limited partnership formed under the laws of the State of Colorado.

MAILING ADDRESS: The mailing address for the entity is 2571 County Road 314, New Castle, Colorado 81647.

AUTHORIZED PERSON: The name and position of the person authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is as follows:

Name

Position

Martha E. Porter

General Partner

LIMITATIONS: None

Dated this 14 day of July, 2010.


Martha E. Porter, General Partner

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 14th day of July, 2010, by Martha E. Porter as General Partner of B.F. & M.E. Porter LLLP.

WITNESS my hand and official seal.

My Commission expires: 9.17.2010


Notary Public

PROMISSORY NOTE

Date: June 14, 2010
Borrower: B.F. & M.E. PORTER LLLP
Principal Amount: \$794,229.82
Interest Rate: 2.50% per annum
Term of Repayment: 15 years
Loan Contract No.: C150116, as amended June 14, 2010
Loan Payment: \$64,147.13
Payment Initiation Date: January 1, 2004
Maturity Date: January 1, 2025

1. FOR VALUE RECEIVED, the BORROWER promises to pay the Colorado Water Conservation Board ("CWCB"), the Principal Amount plus Interest for the Term of Repayment, pursuant to the LOAN CONTRACT and this promissory note.
2. This Promissory Note replaces and supersedes the Promissory Note dated November 1, 2002, in the principal amount of \$1,000,000.
3. Principal and interest shall be payable in equal Loan Payments, with the first payment due and payable one year from Payment Initiation Date, and annually thereafter. All principal, interest, and late charges, if any, then remaining unpaid shall be due and payable on or before the Maturity Date.
4. Payments shall be made to the Colorado Water Conservation Board at 1313 Sherman Street, Room 721, Denver, Colorado 80203.
5. The CWCB may impose a late charge in the amount of 5% of the annual payment if the CWCB does not receive the annual payment within 15 calendar days of the due date.
6. This Note may be prepaid in whole or in part at any time without premium or penalty. Any partial prepayment shall not postpone the due date of any subsequent payments or change the amount of such payments.
7. All payments received shall be applied first to late charges, if any, next to accrued interest and then to reduce the principal amount.
8. This Note is issued pursuant to the LOAN CONTRACT between the CWCB and the BORROWER. The LOAN CONTRACT creates security interests in favor of the CWCB to secure the prompt payment of all amounts that may become due hereunder. Said security interests are evidenced by a Deed of Trust ("Security Instruments") of even

PAID IN FULL

date and amount and cover certain revenues, real property, water rights and/or accounts of the BORROWER. The LOAN CONTRACT and Security Instruments grant additional rights to the CWCB including the right to accelerate the maturity of this Note in certain events.

9. If any annual payment is not paid when due or any default under the LOAN CONTRACT or the Security Instruments securing this Note occurs, the CWCB may declare the entire outstanding principal balance of the Note, all accrued interest, and any outstanding late charges immediately due and payable, and the indebtedness shall bear interest at the rate of 7% per annum from the date of default. The CWCB shall give the BORROWER written notice of any alleged default and an opportunity to cure within thirty (30) days of receipt of such notice before the BORROWER shall be considered in default for purposes of this Promissory Note.
10. The BORROWER and any co-signer or guarantor hereby agree that if this Note or interest thereon is not paid when due or if suit is brought, then it shall pay all reasonable costs of collection, including reasonable attorney fees. In the event of any bankruptcy or similar proceedings, costs of collection shall include all costs and attorney fees incurred in connection with such proceedings, including the fees of counsel for attendance at meetings of creditors' committees or other committees.
11. This Note shall be governed in all respects by the laws of the State of Colorado.



BORROWER: B.F. & M.E. PORTER LLLP

By Martha E. Porter
Martha E. Porter, General Partner

State of Colorado)
) ss.
County of Garfield)

The foregoing instrument was acknowledged before me on 7.14., 2010, by Martha E. Porter, as General Partner of B.F. & M.E. Porter LLLP.

Witness my hand and official seal.

Notary Public Martha E. Smith

My commission expires 9.17.2010

PAID IN FULL

Original Note and Deed of Trust Returned to:

WHEN RECORDED RETURN TO:

CWCB

1313 Sherman Street, Room 718

Denver, CO 80203

Prepared/Received by: Jessica Halvorsen

REQUEST FOR FULL ☒ / PARTIAL ☐

RELEASE OF DEED OF TRUST AND RELEASE BY OWNER OF INDEBTEDNESS WITH PRODUCTION OF EVIDENCE
OF DEBT PURSUANT TO § 38-39-102 (1) (a), COLORADO REVISED STATUTES

March 27, 2024

Porter Reservoir LLC and B.F. & M.E. Porter LLLP

51975 Amber Road

Delta, CO 81416

☐ Check here if current address is unknown

Colorado Water Conservation Board

June 14, 2010

September 27, 2010

791987

County Rept. No. and/or Film No. and/or Book/Page No. and/or Torrens Reg. No.

Date

Original Grantor (Borrower)

Current Address of Original Grantor,
Assuming Party, or Current Owner

Original Beneficiary (Lender)

Date of Deed of Trust

Date of Recording and/or Re-Recording of Deed
of Trust

Recording Information

TO THE PUBLIC TRUSTEE OF

Garfield

COUNTY (The County of the Public Trustee who is the appropriate grantee to whom the above Deed of Trust should
grant an interest in the property described in the Deed of Trust.)

PLEASE EXECUTE AND RECORD A RELEASE OF THE DEED OF TRUST DESCRIBED ABOVE. The indebtedness secured
by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfied in regard
to the property encumbered by the Deed of Trust as described therein as to a full release or, in the event of a partial release, only that
portion of the real property described as: **(IF NO LEGAL DESCRIPTION IS LISTED THIS WILL BE DEEMED A FULL
RELEASE)**

Full Release

State of Colorado, Colorado Water Conservation Board, 1313 Sherman Street, Ste. 718 Denver, CO 80203

Name and Address of Current Owner, Holder of the Indebtedness and Successor in Interest from the Department of Natural Resources, Secured by Deed of Trust

Kirk Russell, Finance Section Chief, CWCB, 1313 Sherman Street, Ste. 718 Denver, CO 80203

Name, Title and Address of Officer, Agent, or Attorney of Current Owner and Holder

Signature/Date

State of Colorado, County of Denver

The foregoing Request for Release was acknowledged before
me on 3-27-24 (date) by*

Kirk Russell

Finance Section Chief

3-27-2027 Date Commission Expires

*If applicable, insert title of officer and name of current owner and holder

JESSICA GIBBS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234011689
MY COMMISSION EXPIRES MARCH 27, 2027

Notary Public

Witness my hand and official seal

RELEASE OF DEED OF TRUST

WHEREAS, the Grantor(s) named above, by Deed of Trust, granted certain real property described in the Deed of Trust to the Public
Trustee of the County referenced above, in the State of Colorado, to be held in trust to secure the payment of the indebtedness referred to
therein; and

WHEREAS, the indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust
has been fully or partially satisfied according to the written request of the current owner and holder of the indebtedness;

NOW THEREFORE, in consideration of the premises and the payment of the statutory sum, receipt of which is hereby acknowledged,
I, as the Public Trustee in the County named above, do hereby fully and absolutely release, cancel and forever discharge the Deed of Trust
or that portion of the real property described above in the Deed of Trust, together with all privileges and appurtenances thereto belonging.

(Public Trustee use only, use appropriate label)

(Public Trustee's Seal)

Public Trustee

Deputy Public Trustee

(If applicable, Notary Seal)

(If applicable, Name and Address of Person Creating New Legal Description as Required by § 38-35-106.5, Colorado Revised Statutes.)

2/27/54

MY COMMISSION EXPIRES MARCH 27, 1954
NOTARY IN COLORADO
STATE OF COLORADO
JESSIE CIBBS
NOTARY PUBLIC

10-25-54

1954